

SANDY CITY CORPORATION
10000 CENTENNIAL PARKWAY
SANDY, UTAH 84070
JANUARY 2010

**INVITATION FOR BID
DEMOLITION OF CITY WATER BUILDING
LOCATED AT: 1220 East 9400 So.**

All sealed Bids will be publically opened. Bids will be reviewed to determine that the functional requirements of the City are met. A contract will be awarded after the appropriate approvals are received. The City reserves the right to make this award in whole or part.

A. BID SUBMITTAL

Bids must be received no later than 2:00 p.m., Friday, February 19, 2010 by the Purchasing Department at Sandy City Hall, 10000 So Centennial Parkway, Suite 330, where they will be publicly opened in the conference room.

Bids must be submitted in a sealed envelope and clearly marked with the project title on the front. The envelope should also bear the name of the bidder and their address.

Bids must be signed by an authorized representative of the company. The signature is interpreted to signify the bidder's intent to comply with all terms, conditions and specifications set forth in the contract documents.

All prices and notations shall be printed in ink or type-written. No erasures will be permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the original figure and shall be initialed in ink by the person signing the proposal.

Submit an original and two (2) copies of the bid. Late Bids will NOT be considered and returned to the bidder unopened.

B. SITE EXAMINATION

Bidders should carefully examine the specifications including addenda prior to submitting a proposal. Bidders are encouraged to visit the site of the work to become fully informed of all existing conditions and limitations. Any interpretation of the proposed documents will only be made by addenda duly issued and a copy of such addenda will be made available to each plan holder prior to bid submittal.

C. REQUIRED BONDS AND INSURANCE

Insurance will be required as stated in the Exhibit A attached to this request. Please take note of limits and company rating required in that document. They will NOT be negotiated. A Bid bond in an amount of no less than 5% of your bid amount must accompany your proposal.

Awarded vendor must supply a performance and payment bond, each in the amount of 100 percent of the contract price, with a corporate surety approved by owner (see Exhibit A), will be required to ensure faithful performance of the contract. The duration of the performance and payment bond shall be in force for one year after the anticipated completion date of the project.

Attorneys-in-fact who sign bid, payment and performance bonds must file with each bond a certified and effective dated copy of their power of attorney signed with original signatures or facsimile.

The party to who the contract is awarded will be required to provide the performance, payment and all other required bonds (including certificates of insurance), within ten calendar days from the date when Notice of Award is delivered to the bidder.

The party to who the contract is awarded will be required to execute the agreement within ten calendar days from the date when the contracts are delivered to the bidder. If bidder fails to execute the contract, the owner may consider the bidder in default, in which case the bid bond accompanying the bid shall become property of the owner.

D. CONTRACT AWARD

It is the intent of Sandy City to award the contract based upon the lowest and most responsible bid provided that the bid has been submitted in accordance with the requirements stated in the solicitation documents. The experience and responsibility of the Contractor will ultimately be a determining factor in the contract award. Furthermore, a Contractor's previous experience with the City will also be considered in awarding the contract. The City reserves the right to make this award in whole or part.

E. SUBCONTRACTORS

All bidders shall submit to the City a list of subcontractors to be used on the project. This list shall be binding upon the contractor, however, Sandy City has the right to reject any or all subcontractors listed which the owner feels is unqualified to do the work.

F. QUESTIONS

Any project questions should be directed to Mr. Dave Fritz, 801-352-4405, bidding questions will be taken by Mindi Bos, Purchasing Agent, 801-568-7148.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS, TO WAIVE ANY INFORMALITY OR TECHNICALITY OR TO ACCEPT BIDS DEEMED IN THE BEST INTERESTS OF SANDY CITY CORPORATION.

"EXHIBIT A"
INSURANCE AND BOND REQUIREMENTS FOR
PARTIES CONTRACTING WITH SANDY CITY FOR :
1220 EAST 9400 SOUTH WATER DEPARTMENT FACILITY
DEMOLITION

Contracting party shall procure and maintain for the duration of the contract insurance against claims for injuries to persons, damage to property and the willful, wrongful or negligent mis-appropriation or mis-management of funds which may arise from or in connection with the performance of the work hereunder by the contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance and bonds shall be included in the Contracting party's proposal.

A. MINIMUM LIMITS OF INSURANCE

Contracting party shall maintain limits no less than:

- 1. GENERAL LIABILITY:** \$2,000,000 combined single limit per occurrence, personal injury and property damage. \$3,000,000 aggregate. Broad Form Commercial General Liability is required. (ISO 1993 or better). Personal Injury, Premises-Operations.
- 2. AUTOMOBILE LIABILITY:** \$ 1,000,000 per occurrence. "Any Auto" coverage is required.
- 3. WORKERS' COMPENSATION and EMPLOYERS LIABILITY:** Workers' compensation statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits at a minimum of \$100,000 per occurrence.
- 4. PAYMENT & PERFORMANCE BONDS:** In an amount no less than 100% of the contract.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention exceeding 5% limit of policy must be declared to and approved by Sandy City. At the option of Sandy City, either; the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects Sandy City, its officers, officials and employees; or the contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. NOTICE OF INCIDENT OR ACCIDENT

Contracting party shall agree to disclose to Sandy City, all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I. General Liability and Automobile Liability Coverages

A. Sandy City, their officers, officials, employees and volunteers are to be covered as an additional insured as respects: liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the contracting party; premises owned, leased, hired or borrowed by the contracting party. The cover-

age shall contain no special limitations on the scope of protection afforded to Sandy City, its officers, officials, employees or volunteers.

B. The contracting party's insurance coverage shall be a primary insurance as respects to Sandy City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Sandy City, its officers, officials, employees or volunteers shall be in excess of the contracting party's insurance and shall not contribute with it.

C Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Sandy City, its officers, officials, employees or volunteers.

D The contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

II. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against Sandy City, its officers, officials, employees and volunteers for losses arising from work performed by the contracting party for Sandy City.

III. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Sandy City.

E. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved by the Director of Risk Management .

F. VERIFICATION OF COVERAGE

Contracting party shall furnish Sandy City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be furnished to and accepted by Sandy City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. SUBCONTRACTORS

Contracting party shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Bid Sheet

DEMOLITION OF CITY WATER BUILDING

Date _____

Addenda Received _____

Company Name

License Number

Address

(Seal if bid is by Corp)

Phone & Fax Numbers

Signature

Attest _____

Title

Title

In conformance to the specifications and other documents we submit our proposal in the sum of :

_____ DOLLARS (\$ _____)
which price includes:

_____ DOLLARS (\$ _____)
for the cost of the 100% Performance Bond and 100% Labor and Material Payment Bond.

SANDY CITY
DEMOLITION OF THE PUBLIC UTILITIES BUILDING
LOCATED AT 1220 E. 9400 SO.

PROJECT SPECIFICATIONS

The City is seeking a qualified and competent contractor to completely demolish and remove the building located at 1220 East 9400 South, Sandy Utah. This building was recently used to house the Water Department shops and was vacated when that unit moved to a new building. The City intends to sell the parcel and has determined it is an advantage to have the land free from structures. The following information should be used to assist in developing a bid for this desired work.

SCOPE OF WORK

Demolition work requires removal and disposal, off-site, of the following:

One Block, brick and wood framed building to include it's foundation and 2"meter vault. Floor drain, in the bay area, goes to a manhole sump that needs to be torn out and abandoned. Old diesel building generator must be removed. The smaller of two out buildings, at the rear of the property, and all on site asphalt. The larger out building (double doors) will be removed by the City. Provide all fill necessary to bring the existing grades under the demolished building to be level with the adjacent present grades. Fill to be compacted and left clean. Fill shall contain no rocks over 4" in dimension. Must be acceptable to the City inspector. The use of explosives will not be permitted. Dispose of all material (including hazardous) must be done in a safe, legal appropriate manner. All perimeter fence remains. Contractor will have first salvage rights.

The contractor shall be responsible for determining the existence and abatement of asbestos in the structure. Removal must be done in accordance with all applicable Federal, State and Local laws and regulations. The City had an Inspection and Assessment report completed by Environmental Solutions in December of 2009 which is attached for your review.

EXCLUSION: There is a fenced concrete pad with a cell tower at the back of the main building. This cell tower, pad and fencing must not be disturbed.

It is a requirement and the responsibility of the contractor to notify Blue Stakes before any demolition work begins. The City is responsible to disconnect gas, power, phone and water utilities. Contractor will cap sewer line at the point indicated by the Sewer District and to their specifications. There are utility lines running through the property to power the cell tower (listed above), feed a water hydrant and possible other utilities . Any damage to above or underground utilities during demolition will be repaired by the contractor. Contractor must secure and pay for all necessary permits (State, City, EPA, hydrant etc.) .

Pollution Control: The use of water sprinkling, temporary enclosures and other suitable

methods as necessary to limit the amount of dust and dirt rising and scattering in the air, to the lowest level of air pollution practical for the condition of work. Comply with the governing Clean Air regulations. Do not use water in an amount that could cause hazardous conditions such as pollution, ice or flooding. Clean adjacent property area, including walks and streets of all dust, dirt and debris caused by demolition operations. Return adjacent property line areas to the condition existing prior to the start of the work.

Contractor must supply:

Your company safety plan.

A description of how you plan to complete the project to include the technique you plan to use to demolish the building. Equipment that will be used to demolish the building and haul it away.

This project is to be completed by March 30, 2010. Submit your time line plan.

Names and addresses of any sub-contractors.

Three like projects completed in the past 3 years.

Proof of insurance in compliance with "Exhibit A" attached.

Bids submitted are to remain valid for ninety (90) days from the day bids are due.